

**KOLESAR & LEATHAM**  
 400 S. Rampart Boulevard, Suite 400  
 Las Vegas, Nevada 89145  
 TEL: (702) 362-7800 / FAX: (702) 362-9472

BART K. LARSEN, ESQ.  
 Nevada Bar No. 008538  
 ERIC D. WALTHER, ESQ.  
 Nevada Bar No. 13611  
 KOLESAR & LEATHAM  
 400 South Rampart Boulevard, Suite 400  
 Las Vegas, Nevada 89145  
 Telephone: (702) 362-7800  
 Facsimile: (702) 362-9472  
 E-Mail: blarsen@klnevada.com  
 ewalther@klnevada.com  
*Attorneys for Kal-Mor-USA, LLC  
 and GFY Management LLC*

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

\* \* \*

FIRST 100, LLC, a Nevada limited liability  
 company; 1st ONE HUNDRED HOLDINGS,  
 LLC, a Nevada limited liability company,

Plaintiffs,

vs.

OMNI FINANCIAL, LLC, a foreign limited  
 liability company; PRENPOINCIANA, LLC,  
 a foreign limited liability company; DOES I  
 through X; and ROE ENTITIES I through X,  
 inclusive,

Defendants.

AND ALL RELATED CLAIMS

CASE NO. 2:16-cv-00099-RFB-CWH

Related Case No. 2:16-cv-00109-RFB-CWH

(Jointly Administered Cases)

**STIPULATION AND ORDER TO  
 DISMISS PLAINTIFFS KAL-MOR-USA,  
 LLC AND GFY MANAGEMENT LLC'S  
 SECOND, THIRD, FOURTH, FIFTH,  
 SIXTH, SEVENTH, AND EIGHTH  
 CLAIMS FOR RELIEF**

IT IS HEREBY STIPULATED and AGREED, by and between Plaintiffs KAL-MOR-  
 USA, LLC and GFY MANAGEMENT LLC (collectively "Plaintiffs"), through their attorneys  
 of record, Kolesar and Leatham, Defendant OMNI FINANCIAL, LLC ("Omni"), through its  
 attorneys of record, Howard & Howard Attorneys PLLC, and Defendants PRENPOINCIANA,  
 LLC and PRENTINCE LENDING II, LLC through their attorneys of record, Greenberg Traurig,  
 LLP (collectively, "PrenPoinciana"), that an order may be entered dismissing the Second Claim  
 for Relief (Fraud, Fraud in the Inducement/Deceit/Misrepresentation), Third Claim for Relief

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(Conspiracy/Concert of Action), Fourth Claim for Relief (Breach of Contract/Detrimental Reliance), Fifth Claim for Relief (Breach of Implied Covenant of Good Faith and Fair Dealing), Sixth Claim for Relief (Unjust Enrichment), Seventh Claim for Relief (Tortious Interference with Contractual Relations), and Eighth Claim for Relief (Preliminary and Permanent Injunction) as pled in the Plaintiffs' First Amended Complaint filed in Case No. 2:16-cv- 00109-RFB-CWH on May 31, 2016 [ECF No. 27]. Such claims for relief shall be dismissed without prejudice with each party to bear its own attorney fees and costs incurred in connection therewith.

The Parties further agree and stipulate that Defendants' Motion to Dismiss the First Amended Complaint Filed by Kal-Mor-USA, LLC and GFY Management, LLC [ECF No. 37] (the "Motion to Dismiss") shall be withdrawn without prejudice.

Dated this 18<sup>th</sup> day of July, 2016.

Dated this 18<sup>th</sup> day of July, 2016.

**KOLESAR & LEATHAM**

**HOWARD & HOWARD ATTORNEYS PLLC**

/s/ Bart K. Larsen, Esq.

/s/ Robert Hernquist, Esq.

BART K. LARSEN, ESQ.

ROBERT HERNQUIST, ESQ.

Nevada Bar No. 008538

Nevada Bar No. 010616

400 South Rampart Blvd., Suite 400

3800 Howard Hughes Parkway, Suite 1000

Las Vegas, Nevada 89145

Las Vegas, NV 89169

*Attorneys for KAL-MOR-USA LLC and  
 GFY Management LLC*

*Attorneys for Defendant  
 Omni Financial, LLC*

Dated this 18<sup>th</sup> day of July, 2016.

**GREENBERG TRAURIG, LLP**

/s/ Christopher R. Miltenberger, Esq.

CHRISTOPHER R. MILTENBERGER, ESQ.

Nevada Bar No. 010153

3773 Howard Hughes Pkwy., Suite 400 North

Las Vegas, Nevada 89169

*Attorneys for Defendant PrenPoinciana, LLC  
 and Prentice Lending II, LLC*

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KOLESAR & LEATHAM  
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Las Vegas, Nevada 89145  
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**ORDER**

Having reviewed the foregoing Stipulation and good cause appearing therefor,

**IT IS HEREBY ORDERED** that the Second Claim for Relief (Fraud, Fraud in the Inducement/Deceit/Misrepresentation), Third Claim for Relief (Conspiracy/Concert of Action), Fourth Claim for Relief (Breach of Contract/Detrimental Reliance), Fifth Claim for Relief (Breach of Implied Covenant of Good Faith and Fair Dealing), Sixth Claim for Relief (Unjust Enrichment), Seventh Claim for Relief (Tortious Interference with Contractual Relations), and Eighth Claim for Relief (Preliminary and Permanent Injunction) as pled in the Plaintiffs' First Amended Complaint filed in Case No. 2:16-cv-00109-RFB-CWH on May 31, 2016 [ECF No. 27] are hereby dismissed without prejudice and with each party is to bear its own attorney fees and costs.

**IT IS FURTHER ORDERED** that Defendants' Motion to Dismiss the First Amended Complaint Filed by Kal-Mor-USA, LLC and GFY Management, LLC [ECF No. 37] is withdrawn without prejudice.

Dated this 8th day of August, 2016.



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UNITED STATES DISTRICT JUDGE